

## **CABLE TELEVISION RENEWAL LICENSE**

This Cable Television Renewal License (this "**Renewal License**") is made entered into and in accordance with and pursuant to M.G.L. c. 166A this 11th day of June, 2000, by and between MediaOne of Ohio, Inc., an Ohio Corporation, and the Board of Selectmen of the Town of Seekonk, Massachusetts, as Issuing Authority, for the renewal of the cable television license originally granted by the Issuing Authority to the Licensee as of June 12, 1985.

### **ARTICLE 1 DEFINITIONS**

#### **Section 1.1 --- DEFINITIONS:**

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine or neuter pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) "Access" means the right or ability of any Seekonk resident and/or any Person affiliated with a Seekonk institution to use or receive services by means of designated facilities, equipment and/or channels of the Seekonk Cable System, subject to the conditions and procedures established for such use.

(2) "Access Channels" means the channels which Licensee shall make available to the Town of Seekonk, without charge, for the purpose of transmitting programming by residents of Seekonk, the Access Corporation, Town boards, commissions, departments and agencies, Town of Seekonk public schools, and/or other local educational, institutional, public or non-profit organizations.

(3) "Access Corporation" means the entity designated by the Issuing Authority for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels in connection with the Seekonk Cable System. As of the Effective Date hereof, and subject to change by the Issuing Authority, the Access Corporation is Seekonk Cable Access, Inc., a Massachusetts Chapter 180 corporation.

(4) "Affiliate or Affiliated Person" means when used in relation to any Person, another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(5) "Basic Service" means the lowest service tier, other than a Pay Cable Service, distributed over the Seekonk Cable System, which includes, without limitation, all PEG Access Channels and all broadcast Signals required to be carried on Basic Service pursuant to federal law, or this Renewal License, to the extent not inconsistent with federal law.

**Town of Seekonk Cable Television Renewal License**

- (6) "CMR" means the Code of Massachusetts Regulations.
- (7) "Cable Act" means Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communication Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992), as further amended by Public Law No. 104-104, 110 Stat. 56 (1996) (the Telecommunications Act of 1996), or as such law may hereafter be amended or supplemented.
- (8) "Cable Service": The one-way transmission to Subscribers of (i) video programming, or (ii) other programming services, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming services.
- (9) "Cable Television System" or "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.
- (10) "Commercial Subscriber" means a non-residential or non-governmental Subscriber to Cable Television Service.
- (11) "Converter" means any device changing the frequency of a Signal, including a Subscriber Converter, which may expand reception capacity and/or decode or unscramble coded Signals distributed over the Cable System.
- (12) "Department of Public Works" or "DPW" means the Department of Public Works of the Town of Seekonk.
- (13) "Division" or "Cable Division" means the Massachusetts Cable Television Division of the Massachusetts Department of Telecommunications and Energy, or its successor.
- (14) "Downstream Channel" means a channel over which Signals travel from the Cable System Headend, Hub Site and/or other location designated by the Licensee to an authorized recipient of Programming.

**Town of Seekonk Cable Television Renewal License**

- (15) "Drop or Cable Drop" means the coaxial cable that connects each home or building to the feeder line of the Cable System.
- (16) "Educational Access Channel" means a specific channel on the Cable System made available by the Licensee to the Issuing Authority for use by the Access Corporation and/or educational institutions or educators, as designated by the Issuing Authority, for the presentation of non-commercial educational access Programming and/or information to the public.
- (17) "Effective Date" means June 12, 2000.
- (18) "Execution Date" means June 11, 2000.
- (19) "FCC" means the Federal Communications Commission, or any successor agency.
- (20) "Franchise Fee" means the payments paid by Licensee to the Town or its designee, pursuant to and in accordance with the Cable Act and this Renewal Agreement.
- (21) "GAAP" means the form of generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Board of the American Institute of Certified Public Accountants and the statements and pronouncements of the Financial Accounting Standards Board.
- (22) "Government Access Channel" means a specific channel on the Cable System made available by the Licensee to the Issuing Authority, or the designee of the Issuing Authority, for the presentation of non-commercial Programming and/or information to the public.
- (23) "Gross Annual Revenues" means consideration of any form or kind for the provision of Cable Services over the Cable System including, without limitation: the distribution of any Service over the System; Basic Service monthly fees; all Premium Service and Pay-Per-View revenues; all other Service

**Town of Seekonk Cable Television Renewal License**

fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; revenues received from all Internet and/or Cable Modem Services (pursuant to applicable law); all Commercial Subscriber revenues; fees paid for channels designated for commercial use; all home-shopping revenues; Converter, remote control and other equipment rentals, and/or leases or and/or sales; studio and other facility and/or equipment rentals; advertising revenues; and all other revenue(s) derived by the Licensee from the sale of products in any way advertised or promoted on the Cable System. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate and/or Person itself, where such revenue is unrelated to such Signal carriage. Gross Annual Revenue shall not include actual bad debt that is written off, consistent with GAAP principles; provided, however, that all or any part of such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues and the period so collected.

(24) "Headend" means the electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(25) "Hub or Hub Site" means a sub-Headend used either for the purpose of (i) Signal processing or switching or (ii) placement of a fiber node, microwave link or transportation super trunk.

(26) "Institutional Network" or "I-Net" means the separate cable communications network owned and operated by the Licensee, connecting Town buildings and schools, for the exclusive use of the Town, its departments and/or its designees.

(27) "Issuing Authority" means the Board of Selectmen of the Town.

(28) "License Fee" or "Franchise Fee" means the payments to be made by the Licensee to the Town

**Town of Seekonk Cable Television Renewal License**

of Seekonk, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A, Section 9.

(29) "Licensee" means MediaOne of Ohio ("MediaOne") or any successor in interest or transferee in accordance with the terms and conditions of this Renewal License.

(30) "Local Origination Programming" means local Programming produced and/or cablecast by the Licensee, but not including PEG Access Programming.

(31) "Multichannel Video Programming Provider" means a Person which makes available to residents in the Town multiple channels of Video Programming.

(32) "NCTA" means the National Cable Television Association.

(33) "NTSC" means the National Television Systems Committee.

(34) "Node or Fiber Node" means a remote point in the Cable System connecting fiber optic cable to the Trunk and Distribution System.

(35) "Normal Business Hours" has the meaning set forth in 47 CFR 76.309.

(36) "Origination Capability" or "Origination Point" means an activated cable and/or connection to an Upstream I-Net Channel allowing a User to transmit a Signal upstream to a designated location.

(37) "Outlet" means an interior receptacle, generally mounted in a wall, that allows connection of a Subscriber's or User's television set to the Cable System.

(38) "Pay Cable" or "Premium Services" means Programming delivered for a fee or charge to

**Town of Seekonk Cable Television Renewal License**

Subscribers on a per channel basis, or as a package of such Services.

(39) "Pay-Per-View" means Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(40) "PEG" means, collectively, public, educational and governmental.

(41) "PEG Access Channels" means any channel made available to the Issuing Authority or its designee for the presentation of PEG Access Programming.

(42) "Person" means any legally recognizable entity, including, without limitation, any corporation, partnership, limited liability company, limited partnership, association, trust, organization, other business entity, individual, or group of individuals acting in concert.

(43) "Prime Rate" means the prime rate of interest advertised by Fleet Bank or its successor.

(44) "Public Access Channel" means a specific channel on the Cable System made available by Licensee to the Issuing Authority or its designee for the use of Town residents and/or organizations, including the Access Corporation, wishing to present non-commercial Programming and/or information to the public, including PEG information or programming.

(45) "Public Way" means the surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, any easements which have been dedicated for compatible uses, and public grounds and/or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to Public Way shall not be construed to be a representation, warranty, covenant or guarantee by the Town that its property rights are sufficient to permit use of the Public Way for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to access or use any real property in the Town greater than those possessed by the Town.

**Town of Seekonk Cable Television Renewal License**

(46) "Renewal License" means the non-exclusive Cable Television Renewal License granted to the Licensee by this instrument.

(47) "Scrambling/Encoding" means the electronic distortion of a Signal in order to render it unintelligible or non-receivable without the use of a Converter or other decoding device.

(48) "Service" means any Basic Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(49) "Signal" means any transmission of electromagnetic or optical energy which carries video, audio or data transmission from one location to another.

(50) "State" means the Commonwealth of Massachusetts.

(51) "Subscriber" means any Person that elects to subscribe to a Service provided by the Licensee by means of, or in connection with, the Cable System.

(52) "Subscriber Network" means the existing 450 MHz, and then the new 750 MHz, single trunk network to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(53) "System Completion" means that time when the Licensee has provided written documentation to the Issuing Authority that its 450 MHz Cable System has been fully upgraded to a minimum 750 MHz Trunk and Distribution system and service has been made available to one hundred percent (100%) of the residential households in the Town.

(54) "Town" means the Town of Seekonk, Massachusetts.

(55) "Town Counsel" means the counsel retained by the Town.

**Town of Seekonk Cable Television Renewal License**

(56) "Trunk and Distribution System" means that portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscribers' residences.

(57) "Upstream Channel" means a channel over which Signals travel from an authorized location to the Cable System Headend, Hub Site and/or other location designated by the Licensee.

(58) "User" means a Person utilizing the Cable Television System, including any related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

(59) "VCR" means video cassette recorder or other similar existing or future technology with equivalent or better record and/or playback capability.

(60) "Video Programming or Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

**ARTICLE 2**

**GRANT OF RENEWAL LICENSE**

**Section 2.1 --- GRANT OF RENEWAL LICENSE**

(a) Pursuant to the authority granted by Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Seekonk, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive, revocable cable television renewal license to the Licensee, authorizing and permitting the Licensee to upgrade, construct, install, operate, and maintain a Cable Television System within the corporate limits of the Town of Seekonk. This Renewal License is subject to the terms and conditions

### **Town of Seekonk Cable Television Renewal License**

contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the Cable Act; and all federal, state and local laws and regulations as may be amended from time to time.

(b) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to upgrade, construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon Public Ways under the jurisdiction of the Town of Seekonk within the municipal boundaries and subsequent additions thereto, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Seekonk. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or interfere with the lives of Persons, interfere with any installations of the Town or any public utility serving the Town or any other Persons permitted to use the Public Ways.

(c) The grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways. Disputes between the Licensee and any other parties regarding use of Public Ways shall be resolved in accordance with any applicable Town by-laws and/or regulations, and any other applicable law.

### **Section 2.2 --- TERM OF RENEWAL LICENSE**

The term of this Renewal License shall commence on June 12, 2000 and shall expire ten (10) years thereafter on June 11, 2010, unless sooner terminated as provided herein or surrendered.

### **Section 2.3 --- NON-EXCLUSIVITY OF LICENSE**

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Seekonk; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license shall not be on terms materially more favorable or less burdensome than those contained in this Renewal License.

**Town of Seekonk Cable Television Renewal License**

(i) In the event that the Licensee believes that any additional cable television license has been granted on terms and conditions materially more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within sixty (60) days of such request, unless otherwise agreed to by the Issuing Authority and the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license is on terms materially more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license has been granted on terms and conditions materially more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(iii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iv) The Licensee shall not request or receive amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing referenced in Section 2.3(b)(i) above.

(c) The issuance of any additional license shall be subject to applicable federal and state law and all regulations promulgated thereunder.

### Town of Seekonk Cable Television Renewal License

(d) In the event that a Multichannel Video Programming Provider, which is (i) not in any way an Affiliate of the Licensee and (ii) not a satellite provider, hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the provisions of this Renewal License are having a substantial negative impact upon the financial viability of the Licensee's Cable System (a "Substantial Negative Effect"), the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such Substantial Negative Effect. Upon receipt of such a request, and after providing public notice, the Issuing Authority shall convene and conduct a public hearing(s). At the public hearing(s), the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested in writing by the Issuing Authority.

(ii) Should the Licensee demonstrate that the provisions of the Renewal License are resulting in a Substantial Negative Effect, the Issuing Authority shall consider in good faith, equitable amendments to this Renewal License, the Issuing Authority shall enter into good faith negotiations with Licensee to arrive at equitable amendments to this Renewal License, subject to applicable law.

(iii) The Licensee shall not request the return of any funding or equivalent thereof in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been made or provided by the Licensee as of the date of the Licensee's request for a public hearing in Section 2.3(d)(i) above, provided however, that this subsection shall not effect the scope of the Issuing Authority's consideration pursuant to subsection (d)(ii) of this Section 2.3.

(iv) As of the Effective Date, the parties hereto agree that the provisions of this Renewal License are not creating a Substantial Negative Effect on the Licensee in relation to any Multichannel Video Programming Provider(s) which are (i) not in any way an Affiliate of the Licensee and (ii) not a satellite provider, currently providing Programming to residents in the Town.

### Section 2.4 -- POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the lawfully exercised powers of the Town to adopt and enforce by-laws and regulations, not specific to the

### **Town of Seekonk Cable Television Renewal License**

Licensee, necessary to the safety and welfare of the public. The Licensee shall comply with all applicable laws and regulations. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter.

#### **Section 2.5 --- REMOVAL OR ABANDONMENT**

Upon termination of this Renewal License by passage of time or otherwise, and unless (1) the Licensee renews its Renewal License for another renewal term or (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.6 below, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate, after written notification to the Licensee. Any costs incurred by the Town, resulting from the removal, site restoration and/or abandonment of the Cable System, shall be paid to the Town by the Licensee upon request.

#### **Section 2.6 --- TRANSFER OF THE RENEWAL LICENSE**

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Any transferee shall be subject to all of the terms and conditions contained in this Renewal License.

(b) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6. and pursuant to applicable federal and state law and regulation.

(c) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the forms prescribed by the Division and/or the FCC requesting such transfer or assignment consent.

**Town of Seekonk Cable Television Renewal License**

(d) Subject to applicable law, in considering an application of control or assignment of this Renewal License, the Issuing Authority shall consider the transferee's (i) financial capability, (ii) management experience, (iii) technical expertise, and (iv) legal ability to operate the System under this Renewal License, and any other criteria allowable under law.

(e) Unless otherwise permitted by applicable law or unless the Issuing Authority and Licensee agree to an extension of time, the Issuing Authority shall have 120 days from the filing of a completed FCC Form 394 to take final action on it. Such action shall be taken only after a public hearing, pursuant to 207 CMR 4.03, to consider the written application for transfer.

(f) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to and shall expressly assume all of the terms and conditions contained in this Renewal License.

(g) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the Public Ways and streets or any other rights of the Town under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

**Section 2.7 --- EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System pursuant to applicable law without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License; and among other remedies available to the Town, shall subject Licensee to a liquidated damages assessment, pursuant to Section 11.2 of this Renewal License.

(b) If the Issuing Authority denies its consent to any such transfer action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License in accordance with applicable law.

**Town of Seekonk Cable Television Renewal License**

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

**ARTICLE 3  
SYSTEM DESIGN**

**Section 3.1 --- SUBSCRIBER NETWORK**

(a) The Licensee hereby represents that it has, apart from certain multiple unit dwellings ("MDU's), upgraded its Subscriber Network in the Town to a seven hundred fifty Megahertz (750 MHZ), two-way, hybrid fiber- coaxial Subscriber Network, fully capable of carrying at least seventy-eight (78) NTSC video channels in the downstream direction and four (4) NTSC video channels in the upstream direction. The Licensee further represents and agrees that any portion of the Subscriber Network which is not currently upgraded to 750 MHZ, will be upgraded no later than December 31, 2000.

(b) The Licensee represents and commits to fully activate the above referenced 750 MHZ Subscriber Network/Cable System, with at least seventy-eight (78) NTSC video channels in the downstream direction and four (4) NTSC video channels in the upstream direction, no later than December 31, 2000. Until such time as the 750 MHZ Cable System is activated, the Licensee shall continue to operate its current four hundred fifty megahertz (450 MHZ) Cable System.

(c) The Licensee shall remove those portions of the Subscriber Network and related equipment from the Public Ways that will not or cannot be utilized during the term of the Renewal License; and, provided, further, that the Licensee shall work with the Issuing Authority, in good faith, to address any concerns of the Town regarding the Licensee's occupation of the Public Ways and/or public safety. In the event of disagreement between the Town and the Licensee on specific cable plant to be removed from the Public Ways, the Town and the Licensee shall meet and discuss the issue(s), in good faith, in order to resolve any such disagreements. The Town shall request that other users of the Public Ways use their best

## Town of Seekonk Cable Television Renewal License

efforts to remove unused plant and equipment from the Public Ways.

(d) The Licensee shall transmit all of its Signals to Seekonk Subscribers in stereo, provided such Signals are furnished to the Licensee in stereo.

### Section 3.2 --- INSTITUTIONAL NETWORK

(a) The Licensee shall continue to operate and maintain, without any charges to the Town, its existing separate three hundred thirty megahertz (330 MHz) mid-split Institutional Network ("I-Net"). Said I-Net shall continue to be capable of providing twenty-nine (29) (6 MHz) channels in the downstream direction and fifteen (15) (6MHz) channels in the upstream direction, for the Town's exclusive use. Said I-Net shall be bridged to the Subscriber Network at the headend. Said channels shall continue to be capable of distributing video, audio and data to all designated Town-owned non-school and school buildings now or hereafter connected to the I-Net ("I-Net Buildings"). The I-Net Buildings as of the date of execution date of this Renewal License are listed in Exhibit 3.2.

(b) The I-Net shall be capable of (i) transmitting between the I-Net Buildings and other institutions within the Town, electronic mail and data; (ii) connecting and interconnecting to other telecommunication networks and to facilities used by I-Net users, such as internal local area networks; and (iii) supporting interactive teaching, energy management monitoring of municipal buildings, fire detection, video surveillance and municipal training. Except as required in this Section 3.2, the Licensee has no obligation to provide the Town with equipment necessary for such capabilities of the I-Net.

(c) Within thirty (30) days of the Effective Date of this Renewal License, the Licensee shall perform tests of the I-Net to ascertain: (i) whether the I-Net complies with FCC technical standards which are applied to the Subscriber Network, (ii) whether the I-Net complies with such reasonable standards as the Licensee and a consultant retained by the Town, at the Town's cost, further agree are reasonably warranted, which shall include testing and standards for egress (leakage), ingress, signal response deviation and carrier to noise levels, (iii) the expected life of the I-Net, and (iv) whether the I-Net meets the requirements of this Section 3.2. If these tests indicate that the I-Net is not in compliance with either (i), (ii), (iii) and (iv), above, the Licensee shall make such repairs and, if necessary, replacement of I-Net equipment, necessary to obtain compliance herewith.

**Town of Seekonk Cable Television Renewal License**

(d) All remote I-Net video transmissions shall be reprocessed, switched and designated on the appropriate downstream channel(s). The Licensee shall be responsible for the connecting and reprocessing of all return path Video Signals to the appropriate Subscriber Network Downstream Channels. Said switching shall be performed by the Licensee at no cost to the Town and/or the PEG Access Corporation. The I-Net hub site shall be located in a Town or Seekonk School Department building. The Licensee shall closely consult with the Issuing Authority, the School Department and their designees, if any, in choosing the building and the specific location within the building.

(e) The Licensee shall continue to inspect, test, maintain, repair, all equipment that is part of the I-Net, including the hub site, cable/wires, amplifiers, modulators, demodulators, switching equipment, other associated processing equipment used in connection with the I-Net and I-Net Outlets and Drops provided pursuant to this Section 3.2, but not end user equipment under the ownership and/or control of the Town. In the event that any company owned I-Net Equipment cannot be repaired, the Licensee shall promptly replace any such I-Net Equipment. The maintenance, repair and replacement of the company owned I-Net and equipment by the Licensee shall be as follows:

(i) The I-Net shall be maintained and operated in compliance with FCC technical specifications and standards applied to the the Subscriber Network. Tests shall be performed as prescribed by the FCC Technical Standards for analogous portions and/or functions of the Cable System to meet the proof of performance requirements and to meet the requirements of this Section 3.2. Such documentation shall be made available to the Issuing Authority and/or its designee upon written request. The Licensee shall report to the Issuing Authority or its designee, on a quarterly basis, in writing, on the status of the I-Net performance.

(ii) The Licensee's response to I-Net outages or significant service degradation, (excluding any service problem regarding any devices, hardware, software installed or owned by the Town, the School Department, the Water District or the Access Corporation) shall meet the same standards as its response to Subscriber Network outages, but in any case within six (6) Town Hall business hours notification by the I-Net Administrator. Should the problem continue, the Issuing Authority or its designee and the Licensee shall meet to discuss a resolution of the problem. The Issuing Authority shall have the right to reasonably request a performance test of the I-Net , at the cost of the Licensee, should such problem(s) persist. The Licensee shall initiate such performance tests within seven (7) days of any such request, unless the Licensee substantiates to the reasonable satisfaction of the Issuing Authority or its designee, that such testing cannot be performed within said seven (7) day time period. In such an instance(s) the test shall be performed as soon thereafter as possible. The Licensee shall submit the performance test results to the Issuing Authority promptly. The Licensee shall correct the problem within

### Town of Seekonk Cable Television Renewal License

ten (10) days of such request for testing, unless the Licensee notifies the Issuing Authority in writing, that such correction cannot be completed within such ten (10) day period.

(iii) The Issuing Authority or its designee shall identify and provide the Licensee, the name and telephone number for the I-Net Administrators.

(iv) For planned outages of two (2) hours or more for which the Licensee has notice of more than three (3) days, the Licensee shall provide a minimum of three (3) days notice to the I-Net Administrator, unless otherwise agreed to by the I-Net Administrator.

(f) The Licensee shall continue to maintain one (1) I-Net Drop and/or Outlet to each of the I-Net Buildings identified in Exhibit 3.2. The Licensee shall install, at no charge to the Town, the Issuing Authority and/or any I-Net Building occupant, up to ten (10) additional I-Net Drops to those institutions designated, in writing, by the Issuing Authority; provided, however: (i) such additional I-Net Drops are standard aerial installations or if the additional I-Net Drops are to be underground, the public building(s) shall have available underground conduit which standard shall be consistent with good engineering practices, and (ii) along the I-Net Trunk and Distribution System. The Licensee shall discuss the location of each additional Drop with a representative of the I-Net building and if there is no such representative, then with the Town Administrator, prior to the installation of such Drop. The Licensee shall install, at no charge to the Town, the Issuing Authority and/or any I-Net Building occupant, up to twenty-five (25) additional Outlets to those institutions designated, in writing, by the Issuing Authority. The Licensee shall discuss the location of each additional Drop with a representative of the I-Net building and if there is no such representative, then with the Town Administrator, prior to the installation of such Drop.

(g) The Town has the right to use the I-Net for municipal, educational and/or non-commercial purposes, including, but not limited to, carrying Internet service(s) from third-parties for Town use on the I-Net for the Town's Internal use only, without charges of any kind levied by the Licensee. The Town agrees not to use the I-Net for commercial purposes or for the sale or lease of non-municipal services. Nothing herein shall be construed to require the Licensee to provide additional equipment needed to provide telephony services.

(h) All transmissions, communications and other Signals over the I-Net are confidential and

**Town of Seekonk Cable Television Renewal License**

proprietary to the Town and Licensee shall not copy, analyze, store, divert, or allow the disclosure to a third party of such Signals.

(i) In the event that applicable federal and state law or regulation allows the Licensee to incorporate any cost of the I-Net in its subscriber rates, the Licensee may only do so to the extent allowed under said laws and regulations, including, but not limited to, compliance with 47 CFR 76.922. If requested to do so by the Issuing Authority, the Licensee shall provide a detailed written explanation of any such I-Net costs in sufficient detail to enable the Issuing Authority to understand the costs and how they have been allocated, passed-through, line-itemed or otherwise incorporated in charges to subscribers. Unless agreed to otherwise, the Licensing Authority shall provide said written explanation of costs to the Issuing Authority, in writing, within fourteen (14) days of a written request to do so by the Issuing Authority.

**Section 3.3 --- PARENTAL CONTROL CAPABILITY**

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

**Section 3.4 --- EMERGENCY ALERT OVERRIDE CAPACITY**

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

**ARTICLE 4**

**SERVICE AVAILABILITY, CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS**

**Section 4.1 --- SERVICE AVAILABLE TO ALL RESIDENTS**

(a) The Licensee shall make its Cable System Service available to all residential (non-commercial) dwelling units in the Town, subject only to the installation charges herein. Installation charges shall be non-discriminatory, except that an additional charge for time and materials may be

### **Town of Seekonk Cable Television Renewal License**

made for customized installation within a Subscriber's residence. Subscriber participation in a Licensee marketing promotion shall be exempt from this provision.

(b) Any dwelling unit within two hundred (250) feet of the existing Cable System plant shall be entitled to a standard aerial installation rate. In accordance with applicable law, the Licensee may reasonably charge Subscribers for non-standard or customized installations.

(c) Underground installation shall be considered standard and therefore subject to standard underground installation rates within two hundred fifty (250) feet of the existing Cable System plant, provided no Trunk or Distribution System type construction is required and sub-surface is dirt or similar soft surface. Underground installations within two hundred (250) feet of the existing cable plant requiring Trunk or Distribution System type construction or involving a hard surface or that require boring through rock or under sidewalks, streets, or flower bedding are considered non-standard installations.

(d) Installation charges shall be consistent with federal and state law and regulations.

### **Section 4.2 --- LOCATION OF CABLE TELEVISION SYSTEM**

The Licensee shall construct, upgrade, install, operate and maintain the Cable Television System within the Town. Poles, towers and other obstructions shall be erected as necessary, subject to the approval of the Issuing Authority, so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable State and local laws and regulations.

### **Section 4.3 --- UNDERGROUND FACILITIES**

(a) In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense in accordance with applicable law.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance

## **Town of Seekonk Cable Television Renewal License**

with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

### **Section 4.4 --- SAFETY STANDARDS**

The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration (OSHA) regulations, the Massachusetts Electrical Code, the National Electrical Code, the NCTA Safety Manual, the National Electrical Safety Code, the National Television Standards Code, the Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Division and FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of these codes shall be by the appropriate regulatory authority.

### **Section 4.5 --- "DIG SAFE"**

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

### **Section 4.6 --- RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface disturbed restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

### **Section 4.7 --- TEMPORARY RELOCATION**

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit issued by the Town. Unless otherwise required by applicable law, the expense of such raising or lowering shall be paid by the Licensee. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

**Town of Seekonk Cable Television Renewal License**

**Section 4.8 --- DISCONNECTION AND RELOCATION**

The Licensee shall, without charge to the Town, protect, support, temporarily disconnect, relocate in the same street or other Public Way, or remove from any street or any other Public Ways, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

**Section 4.9 --- EMERGENCY REMOVAL OF PLANT**

(a) If, at any time, in case of fire, public emergency or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at no charge to the Town.

(b) The Licensee shall reimburse the Town for its costs in regards to such action if it occurs in a public way or on public property, within thirty (30) days of submission of a bill thereof.

**Section 4.10 --- REMOVAL AND RELOCATION**

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

**Section 4.11 --- PEDESTALS**

In any cases in which pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. The Town shall consider all such permit requests in a timely and

**Town of Seekonk Cable Television Renewal License**

expeditious manner. All such equipment shall be shown on the construction maps submitted to the Town in accordance with Section 4.14 herein.

**Section 4.12 --- PRIVATE PROPERTY**

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense.

**Section 4.13 --- RIGHT TO INSPECTION OF CONSTRUCTION**

(a) The Issuing Authority or its designee shall have the right to inspect the plant, equipment or other property of the Licensee, including, but not limited to all construction, installation and/or upgrade work performed, and to make such tests as deemed necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law and regulations. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any tests conducted by the Town shall be at the sole cost and expense of the Town, unless otherwise agreed to by the Licensee or so ordered by a federal or state administrative agency or court of competent jurisdiction. The Town shall provide written or telephone notice of its intention to conduct any testing. The Licensee shall be afforded the opportunity to be present during all such testing.

**Section 4.14 --- CONSTRUCTION MAPS**

Upon written request, the Licensee shall file with the Issuing Authority or its designee "as-built" maps of the Cable System in both hard copy and electronic format. Thereafter, if changes are made to the Cable System such that a map(s) is no longer accurate, the Licensee shall file with the Issuing Authority an updated "as-built map(s)", with thirty (30) days of such change(s).

**Section 4.15 --- TREE TRIMMING**

## **Town of Seekonk Cable Television Renewal License**

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, Public Ways, and private property in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or its designees during, the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to the applicable regulations of the Town.

### **Section 4.16 --- SERVICE INTERRUPTION**

Except during the construction or upgrade of the Cable System or where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing, upgrading or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers, given over one (1) of the Cable System's PEG Access Channels programmed by the Town, its designee and/or the Access Corporation. The Town shall cooperate fully with the Licensee to affect such notice, and shall request that the Access Corporation also provide its cooperation.

### **Section 4.17 --- COMMERCIAL ESTABLISHMENTS**

The Licensee shall make Cable Service(s) available to any commercial establishments in the Town, upon the parties reaching a reasonable agreement regarding the terms and costs of initial installation and Service.

## **ARTICLE 5**

### **SERVICES AND PROGRAMMING**

#### **Section 5.1 --- BASIC SERVICE**

The Licensee shall provide a Basic Service which shall include all Signals, including the downstream PEG Access Channels, which are required to be carried by a Cable Television System serving the Town pursuant to applicable federal statute or regulation.

#### **Section 5.2---PROGRAMMING**

### **Town of Seekonk Cable Television Renewal License**

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the broad categories of Programming set forth in Exhibit 5.2. Except as required by or pursuant to applicable law, all Programming decisions are at the sole discretion of the Licensee and may be subject to change from time to time.

(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Seekonk Programming line-up at least thirty (30) days before any such change is to take place.

### **Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE**

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

### **Section 5.4---SCRAMBLING**

(a) Unless required by applicable law, the Licensee shall not scramble or otherwise encode, in any manner or form, for the entire term of this Renewal License any off-the-air Signals or any of the PEG Access Channels. For purposes of this Section, "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning defined by applicable law and/or regulation.

(b) The Licensee reserves its rights to scramble or otherwise encode any cable channel(s), except as provided in Section 5.4(a) above, as is necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

### **Section 5.5---VCR/CABLE COMPATIBILITY**

In order that subscribers to the Cable Television System have the capability to simultaneously view and videotape a channel and set their "time shifter" to record multiple channels remotely, the Licensee shall provide to any subscriber, upon request, an A/B switch, which will allow VCR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR, except in instances where there exists two (2) or more scrambled signals. Said A/B switch shall be available to all subscribers.

**Town of Seekonk Cable Television Renewal License**

**Section 5.6 --- CONTINUITY OF SERVICE**

The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or as a result of Cable System or equipment failures or any Subscriber's failure to meet his or her financial obligations. When necessary Service interruptions can be anticipated, the Licensee shall notify Subscribers of any such interruption(s) in advance.

**Section 5.7 ---FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

(a) The Licensee shall continue to provide, install and maintain Subscriber Cable Drops, Outlets and monthly total Basic Service, except for Pay Cable and Pay-Per-View Programming, to all police and fire stations, public schools, public libraries, and other public buildings along the Cable System plant route included in Exhibit 5.7 and any other public buildings and schools along the Cable System plant route as designated by the Issuing Authority. Underground installations shall be limited to those public buildings having underground conduit. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the installation and provision of monthly Service and related maintenance.

(b) The Licensee shall supply one (1) Converter for each Outlet, without charge to the Town, if required for the reception of monthly total Basic Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Licensee shall install such Drops and/or Outlets within ninety (90) days of any such written requests from the Issuing Authority and/or School Department.

(d) There shall be no charges to the Town for the installation, maintenance, and/or repair of any such Outlet to public buildings, as required herein.

**Section 5.8 --- CHANGES IN TECHNOLOGY**

(a) At any performance evaluation hearing pursuant to this Renewal License herein, the Licensee shall review with the Issuing Authority and/or its designee changes in relevant cable television

**Town of Seekonk Cable Television Renewal License**

technology (as defined below) that might benefit Seekonk Subscribers. For purposes of this section, "relevant cable television technology" shall be defined as those technologies that the Licensee and the Issuing Authority shall, in good faith, agree to be included in said hearing. Such technologies shall include, but not be limited to, Subscriber Converters optimally compatible with VCRs and cable-ready television sets, high-definition television, digital compression, remote control devices, new Scrambling/descrambling processes.

(b) Notwithstanding the requirements of Section 5.8(a) above, the Licensee shall keep the Issuing Authority and/or its designee up-to-date on those technological developments that will have an impact on the provision of cable services to Seekonk Subscribers.

**Section 5.9---FCC SOCIAL CONTRACT**

The Licensee shall give the Issuing Authority reasonable written notice of the expiration of the applicable FCC Social Contract. Included with said notice shall be a written statement by the Licensee explaining how, or if, it intends to continue providing the services and benefits provided to the Town pursuant to the Social Contract, including on-line service to the Seekonk School Department and the wiring of school buildings.

**ARTICLE 6**

**PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

**FACILITIES AND SUPPORT**

**Section 6.1 --- PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

The Access Corporation shall continue to be responsible for the provision of PEG Access facilities, PEG Access equipment (other than such equipment under the ownership or control of the School Department) and Programming to the residents of the Town, pursuant to the provisions of this Article 6.

**Section 6.2 --- PEG ACCESS CHANNELS**

**Town of Seekonk Cable Television Renewal License**

(a) Upon the Effective Date, the Licensee shall make available to the Issuing Authority three (3) dedicated Subscriber Network Downstream Channels on the Seekonk Cable System for PEG Access purposes. These PEG channels shall be six Megahertz (6 MHz) unless otherwise approved by the Issuing Approval which approval shall not be unreasonably denied. It is not the intent of this proviso that the Licensee be responsible for providing more than 3 PEG Access channels pursuant to this Section or Renewal License. Said Access Channels shall be subject to the control and management of the Town and/or its designee (i.e. Seekonk Cable Access, Inc.)

(b) Said PEG Access channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the Town and PEG Access Users. Said transmission shall also be at no cost to Subscribers subject, however, to applicable law and regulations.

(c) The PEG access channels shall be placed on the lowest basic tier of cable service.

(d) The Licensee shall not move or otherwise relocate the channel locations of the three (3) PEG Access Channels without the advance, written notice to the Issuing Authority and the Access Corporation. In the event that the Licensee does relocate a PEG Access Channel(s), the Licensee shall: (i) provide reasonable marketing assistance to the Access Corporation to publicize the new channel location(s); (ii) notice or reference in Subscriber billing statements; (iii) reimburse the PEG Access Corporation for the reasonable cost of new paper products and other materials needing replacement as a result of such relocation(s); and (iv) appropriate replacement modulators to the Access Corporation for each channel relocation.

(e) The Licensee shall provide three (3) Upstream Channels, or the equivalent thereof, for remote cablecasting of PEG Access Programming and/or interconnection to said three (3) PEG Access Downstream Channels.

**Section 6.3 --- ACCESS CABLECASTING**

(a) In order that PEG Access Programming can be cablecast over the three (3) Downstream Channels, pursuant to the requirements of Section 6.2, all PEG Access Programming shall be modulated, then transmitted from any location with Origination Capability, as identified in Exhibit 3.2 attached hereto, to the Hub Site or the Headend, on one of the Upstream Channels made available, without charge, to the

**Town of Seekonk Cable Television Renewal License**

Town and/or the Access Corporation for its use. At the Hub Site or Headend, said Access Programming shall be retransmitted in the downstream direction on one of the appropriate Downstream PEG Access Channels, as identified by the Town and/or the Access Corporation.

(b) It shall be the Licensee's sole responsibility to ensure that said PEG Access Programming is properly switched to the appropriate PEG Access Downstream Channel, in an efficient and timely manner. The Licensee shall not charge the Town and/or Access Corporation for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall oversee all necessary switching and/or processing equipment in order to switch Upstream Signals from the Town and/or the Access Corporation to the designated Downstream Access Channel.

(d) The Licensee shall monitor Subscriber Network Downstream PEG Access Channels for Signal technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels, provided however, that the Licensee is not responsible for the technical quality of the PEG Access Programming.

(e) There shall be no charge to the Town or Access Corporation for upstream or downstream transmission, switching or processing.

**Section 6.4 --- ANNUAL SUPPORT FOR PEG ACCESS/TECHNOLOGY**

(a) The Licensee shall provide an annual payment (on a quarterly basis, as provided in Section 6.4(c) below) to the Town and/or, if directed by the Issuing Authority, to the Access Corporation, equal to five percent (5%) of the Licensee's Gross Annual Revenues less applicable License Fees payable to the Town and State, provided, however, that any fee payable to the FCC shall not be deducted from said five percent (5%) payment.

(b) If the entire payment of five percent (5%) of the Licensee's Gross Annual Revenues, is directed by the Issuing Authority to be made to the Town, the Town may use and/or retain in a Town fund, that portion of the above referenced payment which arises or results from the Licensee's gross revenues

**Town of Seekonk Cable Television Renewal License**

from Internet and/or modem service for the Town's technology needs, including the costs for personnel, services and/or equipment arising from or related to (i) interfacing with the I-Net; (ii) technological end-user equipment, such as computers and telecommunications equipment, and (iii) audio and/or video equipment. That portion of the five percent (5%) of the Licensee's Gross Annual Revenues not arising or resulting from Internet and/or modem service, shall be used for salary, operating and other related expenses in connection with PEG Access Programming and operations by the Town and/or the Access Corporation.

(c) Said PEG Access/Technology payments shall be made to the Town and/or the Access Corporation on a quarterly basis as follows:

<u>Due Date</u>	<u>Quarter</u>
August 15	April 1 - June 30
November 15	July 1 - September 30
February 15	October 1 - December 31
May 15	January 1 - March 31

(d) The Licensee shall file with each such quarterly payment a statement certified by the Licensee's financial representative documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three month period. Along with such statement, the Licensee shall also complete and submit the Gross Annual Revenues Reporting Form, similar to that attached hereto as Exhibit 6.4, which also includes a breakdown of Internet and/or modem service revenues. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in this Renewal License. If the Licensee's total quarterly payment to the Town and/or the Access Corporation was less than five percent (5%) of its Gross Annual Revenues for the previous three (3) month period, the Licensee shall pay any balance due to the Town and/or the Access Corporation along with its next quarterly payment.

(e) Each quarterly payment shall be mailed to such postal address as shall be designated by the Town (or the Access Corporation, if so designated by the Town) in writing to the Licensee.

(f) In no event shall said five percent (5%) payment include: (i) any fee payable to the FCC; (ii) the PEG Access Equipment Funding and PEG Equipment (Section 6.5); (iii) the Technology Funding to the Town (Section 6.7); (iv) the mobile production van (Section 6.6); (v) any interest due the Town,

**Town of Seekonk Cable Television Renewal License**

pursuant to this Renewal License, because of late payment(s); and/or (v) any liquidated damages pursuant to Section 11.2 of this Renewal License.

(g) There shall be no charges to the Town and/or PEG Access Users by the Licensee for said PEG Access annual funding.

(h) In the event that applicable federal and state law or regulations allow the Licensee to incorporate any payment hereunder in its subscriber rates, the Licensee may only do so to the extent allowed under said laws and regulations, including, but not limited to, compliance with 47 CFR 76.922. If requested to do so by the Issuing Authority, the Licensee shall provide a detailed written explanation of any such costs in sufficient detail to enable the Issuing Authority to understand the costs and how they have been allocated, passed-through, line-itemed or otherwise incorporated in charges to subscribers as allowed by applicable laws and regulations. Unless agreed to otherwise, the Licensing Authority shall provide said written explanation of costs to the Issuing Authority, in writing, within thirty (30) days of a written request to do so by the Issuing Authority.

(i) In accordance with Section 622(h) of the Cable Act, nothing shall be construed to limit any authority of the Issuing Authority to impose a tax, fee, or other assessment of any kind on any Person (other than the Licensee) with respect to cable service or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such cable service or other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

(j) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments accrue from the date due at three percent (3%) above the Prime Rate.

(k) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers, but not received by the Licensee, shall pay the Town and/or Access Corporation (if designated by the Town) an amount equal to five percent (5%) of such Person's Gross Annual Revenues, as a PEG Access/Technology payment, pursuant to Section 6.4(a) herein. If the Licensee collects revenues

**Town of Seekonk Cable Television Renewal License**

for said Person, then the Licensee shall collect said five percent (5%) on the Gross Annual Revenues of said Person and shall pay said amounts to the Town and/or Access Corporation (if designated by the Town) with the Licensee's five percent (5%) PEG Access/Technology payments pursuant to Section 6.4(a) herein. If the Licensee does not collect the revenues for a Person that distributes any Cable Service over the Cable System, then the Licensee shall notify any such Person of such five percent (5%) PEG Access/Technology payment requirement and shall notify the Issuing Authority and/or Access Corporation (if designated by the Town) of such use of the Cable System by such Person(s).

**Section 6.5 --- PEG ACCESS AND SCHOOL - EQUIPMENT, FUNDING AND SUPPORT**

(a) Within sixty days (60) days of the Effective Date of this Renewal License, the Licensee shall provide to the Town, on behalf of the Access Corporation, for the purchase, lease, maintenance, replacement and repair of PEG Access equipment and facilities a payment of One Hundred Ten Thousand Dollars (\$110,000.00) (the "PEG Equipment Funding"). The Access Corporation shall own all PEG Equipment purchased with funds provided pursuant hereto.

(b) Within sixty days (60) days of the Effective Date of this Renewal License, the Licensee shall deed over Licensee-owned local origination/PEG Access equipment ("PEG Equipment") as follows:

(i) To the Access Corporation - all existing Licensee-owned local origination/ PEG Access equipment located at the PEG Access studio and at Town Buildings. ("PEG Equipment"). Licensee agrees to provide bills of sale or other such instruments of transfer and conveyance, as the Issuing Authority may reasonably request, to fully vest in the Access Corporation all right, title and interest in and to the PEG Equipment. Said PEG Equipment shall be deeded over "as is" other than as provided in this Section 6.5(b). A list of PEG Equipment shall be provided by the Licensee to the Issuing Authority within thirty (30) days of the Effective Date of this License.

(ii) To the Seekonk School Department ("School Department") - all existing Licensee-owned local origination/ PEG Access equipment located in the School Department, including the High School Studio ("School Equipment"). The Licensee agrees to provide bills of sale or other such instruments of transfer and conveyance as the School Department may reasonably request, to fully vest in the Seekonk Public Access Corporation all right, title and interest in and to the School Equipment. A list of School Equipment shall be provided by the Licensee to the Issuing Authority within thirty (30) days of the Effective Date of this License.

(iii) The Licensee and Issuing Authority agree that for purposes of this Renewal License,

**Town of Seekonk Cable Television Renewal License**

the benefits provided to the Access Corporation, the School Department and the Town as a result of the deeding of the PEG Equipment referenced in Sections 6.5(b)(i) and School PEG Access Equipment referenced in Section 6.5(b)(ii) has a value of One Dollar (\$1.00).

(c) During the term of the Renewal License, the Licensee's responsibility for maintenance and/or repair of the PEG Equipment and School Equipment shall be limited as follows:

(i) From the Effective Date through August 31, 2002, the Licensee shall provide in-house maintenance and/or repair to the existing School Equipment. If the maintenance and/or repair cannot be provided in-house, the Licensee shall provide the services of an outside technician or specialist.

(ii) From the Effective Date through August 31, 2002, the Licensee shall provide to the Access Corporation up to and including, One Thousand One Hundred Dollars (\$1,100.00) per calendar year for maintenance and/or repair for all PEG Equipment located at the PEG Access studio and at the Town Hall.

(iii) Beginning on September 1, 2002 through the Renewal License expiration date, the Licensee shall provide to the Public Access Corporation and/or the School Department/Town, up to and including Two Thousand Dollars (\$2,000.00) per calendar year for maintenance and/or repair services of any PEG Equipment and/or School Equipment. Prior to the School Department and/or Town using this funding, the approval of the Town Administrator shall be obtained by the School or Town Department seeking maintenance and/or repair.

(iv) For purposes of the maintenance and/or repair funding referenced in subparagraphs (i) and (ii), above, the cost of in-house technical assistance shall be at the Licensee's listed prevailing market rates. For outside technical assistance, the cost shall be based on the actual cost(s) incurred. For in-house employees, there shall be no charge for travel time to and from Seekonk.

(v) With respect to funding/payment by the Licensee for maintenance and/or repairs of PEG Equipment and School Equipment, pursuant to Section 6.5 (c) (ii) and (iii) herein, any amount not used by the PEG Access Corporation, the School Department and/or the Town shall accrue year over year, however, any amount not otherwise expended by the expiration of this Renewal License shall not be

**Town of Seekonk Cable Television Renewal License**

an obligation of the Licensee.

(d) The Licensee shall not be responsible for the replacement and/or insurance of any PEG Access Equipment or School Equipment.

(e) In the event the Access Corporation decides to relocate its PEG Access Programming production studio equipment and production facilities from its current location at 301 Taunton Avenue, it shall give the Licensee a minimum six (6) months written notice of its intention to relocate. The Licensee shall be responsible for the following costs of relocation: (i) the cost of relocating its residential and I-Net Cable Drops so as to enable the continuation of PEG Programming from the new studio; (ii) the cost of replacing the modulator(s) with appropriate replacement modulators if such replacement is needed as a result of the move; and (iii) using its commercially reasonable best efforts to advise the Issuing Authority and the Access Corporation in the technical aspects of relocating and reconnecting Access Equipment so as to minimize PEG Access downtime. Such advice shall be provided without charge to the Access Corporation and/or the Town.

(f) In no case shall the value of any equipment, funding or support provided pursuant to this Section 6.5 be counted against or include (i) the five percent (5%) PEG Access/Technology Annual Support (Section 6.4) above; and/or (ii) the Technology Fund (Section 6.7); and/or (iii) any License Fee payment required by Section 8.1 infra; (iii) and/or any other fees or payments required by this Renewal License or applicable law.

**Section 6.6 ---PEG ACCESS MOBILE PRODUCTION VAN**

(a) Upon the Effective Date of this Renewal License through October 9, 2001, the Licensee shall make available, at no cost, to the Town, its designee(s) and/or the Access Corporation, the existing mobile production van provided to the Town of Wrentham on said Effective Date. Said mobile production van and its associated equipment shall be equivalently shared with the designated Wrentham Access Corporation. The Licensee shall, within a reasonable period of time of the Effective Date of this Renewal License, provide the Issuing Authority and the PEG Access Corporation with a complete listing of the production equipment in the van. While such mobile production van is the property of the Licensee, the Licensee may promulgate policies, such as designating authorized drivers and secure garaging. Such policies shall be at the sole discretion of the Licensee, however such policies shall not be arbitrarily or

**Town of Seekonk Cable Television Renewal License**

unreasonably set, without taking into account reasonable comments from said mobile production van users, and without reasonable notice by the Licensee to the Issuing Authority and the PEG Access Corporation.

(b) On or about October 10, 2001, the Licensee shall, subject to the written consent of the Issuing Authority, transfer ownership of the mobile production van, referenced in Section 6.6(a), to the Town or the Access Corporation if so designated by the Town. Said mobile production van shall be shared with the Town of Wrentham if the Town of Seekonk and the Town of Wrentham, or their designees, can come to an agreement regarding the terms and conditions of said sharing. If the parties cannot come to an agreement, and if the mobile production van, when provided to the Town or the Access Corporation, does not contain its usual full compliment of equipment (i.e. the Town of Wrentham or the Town of Wrentham's access corporation retains mobile production equipment, such as the decks and modulator), the Licensee shall provide the Town, or the Access Corporation if so designated by the Town, after sixty (60) days written notice, with Fifteen Thousand Dollars (\$15,000.00) to otherwise equip said mobile production van.

(c) Prior to the transfer of ownership of the van to the Town and/or Access Corporation, as referenced in Section 6.6(b):

(i) The Licensee and the Town or its designee, shall have a mutually agreeable safety review of the mobile production van conducted by a qualified individual agreeable to both the Licensee and the Issuing Authority or its designee. The cost of the safety review shall be equally split by the Licensee and the Town. If the qualified individual conducting the safety review determines that the van is not safe, the Licensee shall make the repairs recommended by the qualified individual in order to make the mobile production van safe; and

(ii) The Licensee and the Town or its designee shall also have the associated production equipment reviewed by a qualified individual agreeable to both the Licensee and the Issuing Authority or its designee. The cost of the associated production equipment review shall be equally split by the Licensee and the Town. Such review shall determine whether or not the associated equipment is in "good operating condition". If the qualified individual conducting the review determines that all or some of the associated production equipment is not in good operating condition, the respective associated production equipment shall be put in good operating order by the Licensee prior to transfer to the Town.

**Town of Seekonk Cable Television Renewal License**

(d) In no event, shall the Licensee be obligated to replace such mobile production van and/or associated production equipment, during the term of the Renewal License.

(e) The Licensee shall provide insurance for the mobile production van only during the period beginning on the Effective Date of the Renewal License through the later of the following: (1) October 9, 2000 or (2) the specific date it transfers the van to the Town.

**Section 6.7 ---TECHNOLOGY FUNDING TO TOWN**

(a) Within one hundred twenty days (120) days of the Effective Date of this Renewal License, the Licensee shall provide the Town, through its Issuing Authority, with technology funding in the amount of Sixty Thousand Dollars (\$60,000.00) for the purchase, lease, maintenance, replacement and repair of information technology equipment and/or technology infrastructure (the "Technology Fund").

(b) In no case shall the value of this Technology funding be counted against or include (i) the five percent (5%) PEG Access/Technology Annual Support (Section 6.4); and/or (ii) PEG Access and School equipment, funding and support (Section 6.5); and/or (iii) any License Fee payment, required by Section 8.1 infra; (iv) and/or any other fees or payments required by this Renewal License or applicable law.

**Section 6.8 --- RECOMPUTATION**

(a) Tender or acceptance of any payment required by or made pursuant to this Article 6, shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority and/or the Access Corporation may have for additional sums including interest payable under this Section 6.6, except that the Licensee shall not be liable for any interest on any amount already tendered to the Access Corporation. All amounts paid shall be subject to audit and recomputation by the Town.

(b) If the Issuing Authority and/or the Access Corporation reasonably believes that any such payment is incorrect, following written notice of such belief from the Issuing Authority, the Licensee shall have ten (10) days to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment. In the event that the Issuing Authority does not believe that such

## **Town of Seekonk Cable Television Renewal License**

documentation supports the accuracy of such payment, the Issuing Authority may conduct an audit of such payment. If, after such audit and recomputations an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputations and the Licensee shall contribute to the cost of such audit the amount determined by such audit to be due and payable. The interest on such additional payment, and the audit cost, if applicable, shall accrue for the date due at the rate of three percent (3%) above the Prime Rate.

### **Section 6.9 --- LATE PAYMENT/INTEREST**

In the event that the any payment required pursuant to any Section or provision of this Article 6 is not tendered on or before the dates fixed herein, interest due on such required payments shall accrue from the date due and be paid to the Town and/or Access Corporation from said date due at three (3%) percent above the Prime Rate. Any payments to the Town pursuant to this Section 6.8 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

### **Section 6.10 ---RATE ALLOCATION AND REGULATION**

In the event that applicable federal and state law or regulations allow the Licensee to incorporate any payment required pursuant to any Section or provision of this Article 6 hereunder in its subscriber rates, the Licensee may only do so to the extent allowed under said laws and regulations, including, but not limited to, compliance with 47 CFR 76.922. If requested to do so by the Issuing Authority, the Licensee shall provide a detailed written explanation of any such costs in sufficient detail to enable the Issuing Authority to understand the costs and how they have been allocated, passed-through, line-itemed or otherwise incorporated in charges to subscribers as allowed by applicable laws and regulations. Unless agreed to otherwise, the Licensing Authority shall provide said written explanation of costs to the Issuing Authority, in writing, within thirty (30) days (30) days of a written request to do so by the Issuing Authority, unless otherwise agreed to by the Issuing Authority.

### **Section 6.11 --- CENSORSHIP**

Neither the Issuing Authority nor the Licensee shall engage in any program censorship or any other control of the content of PEG Access Programming on the Seekonk Cable System, except as otherwise required or permitted by applicable law.

**Town of Seekonk Cable Television Renewal License**

**ARTICLE 7**

**LICENSE FEES**

**Section 7.1 --- LICENSE FEE ENTITLEMENT**

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated on the last day of each year of the term of this Renewal License. Said payment shall be made on or before March 15<sup>th</sup> of each year. The number of Subscribers, for purposes of the License Fee determination, shall be counted on the last day of each calendar year of the term of this Renewal License.

(b) In the event that the Town can collect a License Fee in the future expressed as a percentage, the Licensee shall (i) immediately commence paying such a percentage License Fee to the Town in accordance with applicable law and based on Gross Annual Revenues as defined in this Renewal License and (ii) file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by the Licensee's chief financial officer documenting, in reasonable detail pursuant to the requirements of this Renewal License infra, the total of all Gross Annual Revenues derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the Town annually, on or before each anniversary of the Effective Date of this Renewal License.

(c) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include (i) the five percent (5%) PEG Access/Technology Annual Support (Section 6.4), but shall not include the following: (i) PEG Access and School - equipment, funding and support (Section 6.5); (ii) the Mobile Production Van (Section 6.6); (iii) the Technology Grant to the Town (Section 6.7); (iv) any interest due herein to the Town because of late payments; and/or (v) any liquidated damages herein (Section 11.2).

**Section 7.2 --- OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

(a) The License Fee payments shall be in addition to and shall not constitute an offset or

## **Town of Seekonk Cable Television Renewal License**

credit against any and all taxes or other fees or charges which the Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Final License shall be construed to limit any right of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

### **Section 7.3 --- LATE PAYMENT**

In the event that any Franchise Fee or License Fee herein required are not tendered on or before the dates fixed herein or under applicable law, interest due on such fee shall accrue from the date due at the rate of three percent (3%) above the annual Prime Rate as published as of the due date. Any late payments made to the Town pursuant to this Section 7.3 shall not be deemed to be part of the Franchise Fee or License Fee to be paid to the Town hereunder and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

### **Section 7.4 --- AFFILIATES USE OF SYSTEM**

The Licensee shall not permit the use or operation of the Seekonk Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the Town under this Renewal License. If requested in writing by the Issuing Authority, the Licensee shall demonstrate that use or operation of the Seekonk Cable System by an Affiliate is fair and competitive compared to such use by other third-parties. Should the Issuing Authority subsequently determine otherwise, the Licensee shall enter into good faith negotiations to resolve any dispute regarding gross revenue discrepancies on account of such relationship.

### **Section 7.5 --- METHOD OF PAYMENT**

**Town of Seekonk Cable Television Renewal License**

All License Fee payments by the Licensee to the Town pursuant to this Article 7 shall be made payable to the Town and deposited with the Town Treasurer.

**Section 7.6 --- RECOMPUTATION**

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 7.6, except that the Licensee shall not be liable for any interest on any amount already tendered to the Town. All amounts paid shall be subject to audit and recomputation by the Town.

(b) If the Issuing Authority reasonably believes that any such payments are incorrect, following written notice of such belief from the Issuing Authority, the Licensee shall have ten (10) days to provide the Town with additional information documenting and verifying the accuracy of any such payment. In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payment, the Issuing Authority may conduct an audit of such payment. If, after such audit and recomputations an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputations, and the Licensee shall contribute to the costs of such audit the amount determined by such audit to be due and payable. Interest on such additional fee, and the audit cost, if applicable, shall be charged from the due at the rate of three percent (3%) above the Prime Rate.

**ARTICLE 8**

**RATES AND CHARGES**

**Section 8.1 --- RATE REGULATION**

The Issuing Authority reserves the right to regulate the Licensee's rates and charges to the extent allowable under federal and state laws.

**Section 8.2 --- NOTIFICATION OF RATES AND CHARGES**

(a) The Licensee shall follow applicable State and federal regulations and laws regarding notification to Subscribers and the Issuing Authority, including, but not limited to 207 CMR 10.00, in connection with the Licensee's rates and charges of any kind, and all terms or conditions relating thereto.

**Town of Seekonk Cable Television Renewal License**

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate Sservice altogether without any charge. Change of Service policies shall be in compliance with 207 CMR 10.00 et seq.

**Section 8.3 --- CREDIT FOR SERVICE INTERRUPTION**

In the event that Licensee’s Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate for such period, without any action on the part of such Subscriber, in accordance with applicable law.

**Section 8.4---PUBLICATION AND NON-DISCRIMINATION**

All rates for Subscriber Services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

**Section 8.5 --- SENIOR CITIZEN DISCOUNT**

The Licensee shall offer a ten percent (10%) discount on the Total Basic Service tier to all senior citizens, age 65 and older, who are heads-of-households in the Town and are Medicaid eligible or on SSI or Fuel Assistance. In order to receive such discount, persons must present evidence of their eligibility for such discount to the Licensee.

**Section 8.6 LOCAL FRANCHISE REQUIREMENT COSTS**

In the event that applicable federal and state law or regulation allow the Licensee to incorporate any local franchise requirement costs in its Subscriber rates, the Licensee may only do so if in conformance with the provisions of this Renewal License and as further allowed under said laws and regulations, including, but not limited to, compliance with 47 CFR 76.922. If requested to do so by the Issuing Authority, the Licensee shall provide a detailed written explanation of any such costs, in sufficient detail to enable the Issuing Authority to understand the costs and how they have been allocated, passed-through, line-itemed or otherwise incorporated in charges to Subscribers. Unless agreed to otherwise, the Licensing Authority shall provide said written explanation of costs to the Issuing Authority, in writing, within thirty (30) days of a written request to do so by the Issuing Authority.

**ARTICLE 9**  
**INSURANCE, BONDS AND INDEMNIFICATION**

**Section 9.1 --- INSURANCE**

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, be responsible for all deductibles, and file with the Issuing Authority, on an annual basis, original certificates of insurance for the following policies:

(a) Comprehensive general liability policy, written on an “occurrence basis”, with minimum limits of Three Million Dollars (\$3,000,000) combined single limit for each occurrence of bodily injury, personal injury and/or property damage arising from the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor’s liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) Automobile liability insurance for owned, non-owned, hired and/or rented motor vehicles of any kind used by the Licensee, its employees or agents with minimum limits of One Million (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage or in the alternative:

- i. One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

**Town of Seekonk Cable Television Renewal License**

- ii. One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and
- iii. Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(c) Excess or umbrella coverage following form over the Comprehensive General Liability Insurance and Automobile Insurance required above and the Worker's Compensation required below, in the minimum amount of Five Million Dollars (\$5,000,000.00).

(d) Worker's Compensation in the minimum amount of the statutory limit.

(e) The following conditions shall apply to the insurance policies required herein:

- (i) Such insurance shall commence no later than the Effective Date of this Renewal License;
- (ii) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination, the limits equal or exceed those stated;
- (iii) All policies, except for the worker's compensation policy shall name the Town of Seekonk and its respective officials, officers, employees, representatives and agents as additional insureds;
- (iv) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions;
- (v) Such insurance shall be obtained from insurers authorized to provide said insurance in the Commonwealth of Massachusetts; and

**Town of Seekonk Cable Television Renewal License**

(vi) Certificates of Insurance, with a minimum written notice of cancellation, amendment and non-renewal period of thirty (30) days, shall be submitted to the Issuing Authority prior to the effective date and thereafter so as to evidence the insurance coverage required by this Section.

(f) Neither the requirements for insurance contained in this Section 9.1, nor the payment of any insurance proceeds for said insurance policy shall limit or be construed to limit the liability of the Licensee pursuant to this Renewal License, including, but not limited to the indemnification requirements contained in Section 9.3 supra.

(g) This Renewal License may, after hearing, be revoked, in accordance with applicable law, for the Licensee's failure to obtain or maintain the required insurance under this Renewal License.

**Section 9.2 --- PERFORMANCE BOND**

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of One Hundred Thousand Dollars (\$100,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation and/or removal of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Sections 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said

**Town of Seekonk Cable Television Renewal License**

surety, the Licensee shall take immediate steps to reinstate the performance bond to the Two Hundred Thousand Dollars (\$200,00.00) required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

**Section 9.3---REPORTING**

On an annual basis, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding all insurance policies and the performance bond required herein.

**Section 9.4---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE**

The insurance policies and performance bond required pursuant to Sections 9.1 and 9.2 of this Renewal License, shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy or performance bond shall not be cancelled, materially changed or the amount of coverage thereof reduced until sixty (60) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

**Section 9.5 --- INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify, defend and hold harmless the Town, its officials, boards, commissions, employees, agents and/or representatives against all claims, causes of action, liability, damages or expenses, including without limitation damages to persons or property (real or personal), arising out of or due to the acts or omissions of the Licensee, its officers, employees, contractors, subcontractors and/or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable System or the provision of Cable Services, whether or not the act or omission complained of is authorized, allowed or prohibited by this Renewal License. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the Town Counsel. In the event that the Town employs outside counsel pursuant to this Section, the Licensee shall pay such outside counsel for such services. Upon receipt of notice in writing from the Issuing Authority or its designee, the Licensee shall at its own expense defend any action or proceeding against the Town for any claim arising out from or related to the activities of the Licensee, its employees and/or agents, in the construction, installation, maintenance, operation, and/or removal of the Cable System or the provision of Cable Services under this Renewal License. The Town shall give the Licensee written notice, within a reasonable period of time, of any claim(s) for which indemnification is sought.

**ARTICLE 10**

**ADMINISTRATION AND REGULATION**

**Section 10.1 --- PERFORMANCE EVALUATION HEARINGS**

(a) The Licensee, if requested by the Issuing Authority, shall attend a performance evaluation hearing by the Issuing Authority or its designee, once per year. All such evaluation hearings shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, (i) review Licensee's compliance with the terms and conditions of this Renewal License; (ii) review current technological developments in the cable television field; and (iii) hear comments, suggestions or complaints from the public.

(b) The Issuing Authority shall have the right to question Licensee on any aspect of this Renewal License, including, but not limited to, the construction, installation, maintenance or operation of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town. Any Subscriber or other Person may submit questions or comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within forty-five (45) days after the conclusion of such review hearing, the Issuing Authority shall issue a written report with respect to the adequacy of the Cable System performance and quality of Service. If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to applicable law and Section 11.1 herein.

(d) Nothing in this Section 10.1 shall prohibit or limit any right of the Board of Selectmen to request the attendance of the Licensee before a hearing or meeting of the Board or to compel its attendance if so authorized by applicable law.

**Section 10.2---NONDISCRIMINATION**

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location

**Town of Seekonk Cable Television Renewal License**

within the Town, sex, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

**Section 10.3 --- JURISDICTION**

With respect to an legal action brought in the District Court of Massachusetts, the venue shall be the Taunton District Court. With respect to an action brought in the Superior Court of Massachusetts, the venue shall be the Bristol Superior Court; and with respect to an action brought in the Federal District Court, the venue shall be the Federal District Court for the Eastern District of Massachusetts. The parties by this instrument subject themselves to the personal jurisdiction of said courts for the entry of any such judgment and for the resolution of any dispute, action, or suit.

**ARTICLE 11**

**DETERMINATION OF BREACH**

**LIQUIDATED DAMAGES-LICENSE REVOCATION**

**Section 11.1 --- DETERMINATION OF BREACH**

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have twenty-one (21) days from the receipt of such notice, unless a greater time is granted, in writing, by the Issuing Authority, to:

(a) Respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) Cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such twenty-one (21) day period, to take

**Town of Seekonk Cable Television Renewal License**

reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee: (i) fails to respond to such notice of default; and/or (ii) fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; and/or (iii) the Issuing Authority is not satisfied with (1) the Licensee's response pursuant to Section 11.1(a) above and/or (2) the Licensee's efforts to cure pursuant to Section 11.1(b) above, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

(ii) seek specific Performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(iii) commence an action at law for monetary damages;

(iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;

(v) declare the Renewal License to be revoked pursuant to Section 11.3 below.

(vi) invoke any other lawful remedy available to the Town;

**Section 11.2 --- LIQUIDATED DAMAGES**

**Town of Seekonk Cable Television Renewal License**

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(d) above.

(i) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, five hundred dollars (\$500.00) per day, for each day that any such non-compliance continues.

(ii) For failure to construct, upgrade, install, fully activate, operate, program and/or maintain the Cable Television System, in accordance with the representation of the Licensee, referenced in Section 3.1 herein, three hundred dollars (\$300.00) per day, for each day that such failure continues.

(iii) For failure to maintain and/or operate the Institutional Network, in accordance with Section 3.2 herein, three hundred dollars (\$300.00) per day, for each day that such non-compliance continues.

(iv) For failure to comply with the public, educational and governmental Access provisions in accordance with the relevant provisions of Article 6, two hundred fifty dollars (\$250.000) per day, for each day that any such noncompliance continues.

(v) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets to Public Buildings and Public Schools in accordance with Section 5.7 herein, fifty dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(vi) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.2 herein, one hundred fifty dollars (\$150.00) per day that any such non-compliance continues.

(vii) For failure to submit reports, pursuant to Article 13 herein, fifty dollars (\$50.00) per day that any of said reports are not submitted as required.

## **Town of Seekonk Cable Television Renewal License**

(b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 11.1 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

### **Section 11.3---REVOCATION OF THE RENEWAL LICENSE**

To the extent permitted by applicable law, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein, subject to the provisions set forth in Section 11.1 above.

### **Section 11.4 ---TERMINATION**

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and Section 11.3, subject to appeal pursuant to applicable law; (ii) the abandonment of the Cable System, in whole or in material part, by the Licensee without the express, prior approval of the Issuing Authority; and/or (iii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

### **Section 11.5---NOTICE OF LEGAL ACTION**

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first (i) give the other party reasonable notice that an action will be filed, (ii) meet with the other party promptly before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the

**Town of Seekonk Cable Television Renewal License**

other party and/or its representative(s).

**Section 11.6---NON-EXCLUSIVITY OF REMEDY**

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

**Section 11.7---NO WAIVER-CUMULATIVE REMEDIES**

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

**ARTICLE 12**

**SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

**Town of Seekonk Cable Television Renewal License**

**Section 12.1 --- CUSTOMER SERVICE OFFICE**

(a) The Licensee shall maintain, operate and staff a full-time customer service office in the Town or a Massachusetts city or town contiguous to Seekonk, provided that such customer service office is located no further than ten (10) miles from the intersection of Route 44 and Arcade Avenue, for the purpose of receiving inquiries, receiving and resolving complaints, including, without limitation, those regarding billing, service, installation, equipment malfunctions, and receiving returned or exchanged equipment. Said customer service office shall be open during Normal Business Hours.

(b) For the remaining portion of the Licensee's lease (through October, 2000) of the building space in which the Licensee currently has its Seekonk customer service office and the Access Corporation has its PEG Access studio and operations, located at 301 Taunton Avenue, Seekonk (the "Building"), the Licensee shall allow the Access Corporation to keep its PEG Access studio and operations in the space which it presently occupies if the Access Corporation reimburses the Licensee for the cost of the rent and utilities incurred by the Licensee for said Building, other than for telephone service for which each party shall be responsible for their respective telephone lines.

(c) The Licensee shall not interfere with the Access Corporation's intent and desire to lease the Building after the expiration of the Licensee's current lease for the Building in October, 2000. After the expiration of said lease in October, 2000 and contingent upon the Access Corporation entering a lease or other agreement for said Building, the Licensee shall be permitted to occupy the existing customer service office space at the Building, at no cost to the Licensee, until June 30, 2001. In the event the Licensee does not vacate the Building on or before June 30, 2001, the Licensee shall be responsible for twenty percent (20%) of the Building costs incurred by the Access Corporation, including rental and utilities costs (other than for telephone service for which each party shall be responsible for their respective telephone lines) and garbage disposal costs (if any), during the entire time the Licensee occupies the space going forward from July 1, 2001.

(d) If the Licensee is still in the Building after December 31, 2001, it shall:

(i) Reimburse the Access Corporation an amount equal to twenty percent (20%) of the amount that the Access Corporation paid to the Licensee as reimbursement for rent and utilities for the months of July through October, 2000, as referenced above in Section 12.1(b) above; and

(ii) Pay to the Access Corporation an amount equal to twenty percent (20%) of the Building costs incurred by the Access Corporation, including rental and utilities costs (other than for telephone service for which each party shall be responsible for their respective telephone lines) and garbage

**Town of Seekonk Cable Television Renewal License**

disposal costs (if any), for the period of November 2000 through the end of June 2001.

(e) Upon the Licensee electing to vacate the Building, the Licensee shall give the Issuing Authority and the Town a minimum of six (6) months written notice. Upon the Access Corporation electing to vacate the Building, the Access Corporation shall give the Licensee and the Town a minimum of six (6) months written notice. Said six (6) months written notice shall not be required, however, if the Access Corporation is unable to enter a lease agreement with the owner of the Building. In such instance, however, the Access Corporation shall notify the Licensee and the Town of the failure to enter a lease agreement as soon as it is aware of such failure.

**Section 12.2---TELEPHONE ACCESS**

(a) The Licensee shall maintain sufficient customer service representatives to handle all Subscriber calls, during Normal Business Hours.

(b) The Licensee's main customer call centers shall have a publicly listed toll-free telephone number for its Seekonk Subscribers, unless required otherwise to be a local telephone number by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the relevant Licensee's customer call center(s) is open for business, pursuant to Section 12.1 above, measured on a quarterly basis, under normal operating conditions.

(e) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

**Section 12.3---ANSWERING SERVICE**

### **Town of Seekonk Cable Television Renewal License**

At all other times than those listed directly above, throughout the entire term of this Renewal License, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

### **Section 12.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME**

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays).

(b) The Licensee shall be responsible for picking-up and changing-out Converters at a Subscriber's request at no additional charge, where such change-out is initiated by the Licensee's expansion of channel capacity. In order to improve service, the Licensee reserves the right to offer Subscribers the option of bringing Converters to an office of the Licensee for drop-off or exchange themselves.

(c) A Subscriber complaint or request for service received after Normal Business Hours shall be responded to the next business morning.

(d) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(e) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

**Town of Seekonk Cable Television Renewal License**

(f) The Licensee shall remove all Subscriber Drop Cables, within seven (7) days of receiving a request from a Subscriber to do so.

**Section 12.5---FCC CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time.

**Section 12.6---BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
  
- (ii) Notification of Services, Rates and Charges;
  
- (iii) Equipment Notification;
  
- (iv) Form of Bill;
  
- (v) Advance Billing, Issuance of Bills;
  
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
  
- (vii) Charges for Disconnection or Downgrading of Service;
  
- (viii) Billing Disputes; and
  
- (ix) Service Interruptions.

**Town of Seekonk Cable Television Renewal License**

**Section 12.7---COMPLAINT RESOLUTION PROCEDURES**

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of Complaints.

**Section 12.8---REMOTE CONTROL DEVICES**

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might

**Town of Seekonk Cable Television Renewal License**

make inoperable the remote control devices acquired by Subscribers.

**Section 12.9---EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an employee identification card issued by the Licensee and bearing a picture of said employee. If such employee(s) is not wearing such a photo-identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Licensee.

**Section 12.10---PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

(d) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this Renewal License.

**Section 12.11---PRIVACY WRITTEN NOTICE**

At the time of entering into an agreement to provide any cable service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers

## **Town of Seekonk Cable Television Renewal License**

with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

### **Section 12.12---MONITORING**

(a) Neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel useage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law(s).

### **Section 12.13---DISTRIBUTION OF SUBSCRIBER INFORMATION**

The Licensee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

### **Section 12.14---POLLING BY CABLE**

No poll of a Subscriber or User shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

**Town of Seekonk Cable Television Renewal License**

**Section 12.15---INFORMATION WITH RESPECT TO VIEWING HABITS  
AND SUBSCRIPTION DECISIONS**

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

**Section 12.16---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY  
INFORMATION**

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee's General Manager. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

**Section 12.17---PRIVACY STANDARDS REVIEW**

The Issuing Authority and the Licensee shall continually review this Article 12 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

**ARTICLE 13  
REPORTS, AUDITS AND PERFORMANCE TESTS**

**Town of Seekonk Cable Television Renewal License**

**Section 13.1---GENERAL**

(a) Upon the written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to counsel, who shall confer with the Town Solicitor for a determination of the validity of the Licensee's claim of a proprietary interest.

**Section 13.2---FINANCIAL REPORTS**

(a) No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) a sworn statement of the Licensee's revenues pertaining to the Falmouth Cable System. The Licensee shall also provide a financial balance sheet (Cable Division Form 200) and statement of ownership which shall be open for public inspection. Said statements and balance sheet shall be sworn to by the Person preparing the same and by the Licensee or an officer of the Licensee.

(b) The Licensee shall also provide a separate report including the following:

(i) All Gross Annual Revenues, as defined in Section 1.1(24) supra, with revenues for Cable Service(s) and Cable Modem Service(s) listed separately; and

(ii) Any other reports required by State and/or federal law.

**Section 13.3---CABLE SYSTEM INFORMATION**

Upon written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service and Pay Cable Subscribers, (ii) the number of dwelling units passed and (iii) the number of Cable System plant miles completed.

**Town of Seekonk Cable Television Renewal License**

**Section 13.4---IN-HOUSE TELEPHONE REPORTS**

To establish the Licensee's compliance with Section 12.2 and Section 12.5 herein, the Licensee shall provide, upon the request of the Issuing Authority, with a report of telephone traffic generated from an in-house automated call accounting or call tracking system.

**Section 13.5---INDIVIDUAL COMPLAINT REPORTS**

The Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

**Section 13.6---ANNUAL PERFORMANCE TESTS**

The Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

**Section 13.7---QUALITY OF SERVICE**

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which casts such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

**Section 13.8---DUAL FILINGS**

(a) If requested, the Licensee shall make available to the Town at the Licensee's expense, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) In the event that either the Issuing Authority or the Licensee requests from any State or federal agency or commission a waiver or advisory opinion pertaining to the Cable System in Falmouth, it shall immediately notify the other party in writing of said request, petition or waiver.

**Section 13.9---INVESTIGATION**

The Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful

**Town of Seekonk Cable Television Renewal License**

investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

**ARTICLE 14  
EMPLOYMENT**

**Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee shall comply with all applicable State and federal laws and/or regulations regarding Equal Employment Opportunity.

**Section 14.2---NON-DISCRIMINATION**

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

**ARTICLE 15  
MISCELLANEOUS PROVISIONS**

**Section 15.1---ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supercedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

**Section 15.2---CAPTIONS**

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

**Section 15.3---SEPARABILITY**

## **Town of Seekonk Cable Television Renewal License**

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

### **Section 15.4---ACTS OR OMISSIONS OF AFFILIATES**

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

### **Section 15.5---RENEWAL LICENSE EXHIBITS**

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License.

### **Section 15.6---WARRANTIES**

(a) The Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License.

**Town of Seekonk Cable Television Renewal License**

(b) The Issuing Authority warrants, represents and acknowledges that, as of the Effective Date of this Renewal License, it has the requisite authority under applicable law to enter into and legally bind the Issuing Authority to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License.

**Section 15.7---FORCE MAJEURE**

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; unavailability of essential equipment, services and/or materials beyond the control of the Licensee; and any other matters beyond the reasonable control of the Licensee.

**Section 15.8---REMOVAL OF ANTENNAS**

The Licensee shall not remove any television antenna of any Subscriber, but shall offer to said Subscriber an adequate switching device ("A/B Switch"), at a cost in compliance with applicable law, to allow said Subscriber to choose between cable and non-cable television reception.

**Section 15.9---SUBSCRIBER TELEVISION SETS**

In accordance with applicable law, the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

**Section 15.10---APPLICABILITY OF RENEWAL LICENSE**

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

**Section 15.11---NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Office of the Board of Selectmen, Seekonk Town Hall, 100 Peck Street, Seekonk, Massachusetts 02771, or such other address as the Issuing Authority may

**Town of Seekonk Cable Television Renewal License**

specify in writing to the Licensee, with a copy of such notice to the Town Counsel. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Director of Government Affairs, MediaOne, 440 Myles Standish Blvd., Taunton, Massachusetts 02780, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(c) Whenever notice of any public hearing relating to the Cable System is required by law or regulation, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required.

(d) Upon reasonable notice, the Licensee shall also identify hearing(s) by periodic announcement on a Local Origination channel, if one is programmed, for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

(e) Subject to subsection (c) above, all required notices shall be in writing.

**Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY**

Pursuant to Section 635A(a) of the Cable Act, in any court proceeding involving any claim against the Issuing Authority or other governmental entity or any official, member, employee, or agent of the Issuing Authority or such governmental entity, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License, any relief, to the extent such relief is required by any other provision of federal, State or local law, shall be limited to injunctive relief and declaratory relief.

**Section 15.13---TOWN'S RIGHT OF INTERVENTION**

The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this section shall not restrict the right of the Licensee to

**Town of Seekonk Cable Television Renewal License**

oppose such intervention, pursuant to applicable law.

**Section 15.14---TERM**

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

**Town of Seekonk Cable Television Renewal License**

**SIGNATURE PAGE**

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Seekonk, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by MediaOne of Ohio, Inc.

**Town of Seekonk**

**MediaOne of Ohio, Inc.**

**The Board of Selectmen As Issuing Authority**

\_\_\_\_\_  
BY:

\_\_\_\_\_  
Lawrence S. Havrylik, Chairman

\_\_\_\_\_  
Dr. Anthony F. Varone

\_\_\_\_\_  
Donnald Kinniburgh

\_\_\_\_\_  
Nathan J. Helgerson

\_\_\_\_\_  
George R. Poli

**Town of Seekonk Cable Television Renewal License**

DATED: June 11, 2000

**TABLE OF EXHIBITS**

Exhibit 3.2	Institutional Network Drops
Exhibit 5.2	Programming
Exhibit 5.7	Public Municipal Buildings On The Subscriber Network
Exhibit 6.4	Gross Annual Revenue Reporting Form

**Town of Seekonk Cable Television Renewal License**